

REMARKS

The present Amendment and Response and accompanying Petition for a 3-month Extension of Time is responsive to the non-final Office Action dated May 8, 2008. By the present Amendment, Claims 76-84, 86, 87, 92-94, 96-101, 103, and 106-108 have been amended, and Claims 85, 95, 102, and 109 have been canceled. New Claims 110-113 have been added. Accordingly, Claims 76-84, 86-94, 96-101, 103-108, and 110-113 remain pending.

Independent Claims 76, 86, 96, and 103 have been amended to recite a “pre-bill payment authorization” instead of a “payment directive associated with an auto-pay option.” Applicants respectfully submit that this amendment is intended to be a clarifying amendment, and not an amendment to change the scope of the prior “payment directive associated with an auto-pay option.” Applicants respectfully submit that no new matter has been added by the amendments. Applicants respectfully request reconsideration and allowance of the claims.

Claim Rejections Under 35 U.S.C. § 103

The non-final Office Action rejected independent Claims 76, 86, 96, and 103 under 35 U.S.C. §103(a) as being unpatentable over U.S. Patent No. 5,220,501 to Lawlor et al. (hereinafter “*Lawlor*”) in view of U.S. Patent Publication No. 5,832,460 to Bednar et al. (“*Bednar*”).

With respect to independent Claims 76, 86, 96, and 103 the Office Action alleges that Lawlor teaches the following:

- receiving, at a service provider from a consumer, a notification directive associated with a bill presentment option and a payment directive associated with an auto-pay option, wherein the notification directive and the payment directive are associated with a biller for the consumer (Figure 16A);
- transmitting a notice of availability of the bill from the service provider to the consumer based upon the notification directive associated with the bill presentment option (Figure 9, 388);
- automatically directing payment of the bill by the service provider on behalf of the consumer based upon received bill information and the payment directive associated with the auto-pay option, wherein payment of the bill is automatically directed without the service

provider receiving a specific request to pay the bill from the consumer (Figure 16A). (Office Action, pages 2-3).

The Office Action admits that Lawlor “doesn’t specifically teach the biller sending the bill information to the service provider.” (Office Action, page 3). However, the Office Action alleges that Bednar teaches this missing feature, and argues that it would have been obvious to combine the teachings of Lawlor and Bednar.

As a preliminary matter, Applicants respectfully submit that independent Claims 76, 86, 96, and 103 are directed towards an auto-pay scenario where a consumer provides a pre-bill payment authorization, and the service provider processor automatically directs payment for subsequent bills on behalf of the consumer. In the context of this auto-pay scenario, the consumer can provide a notification directive associated with a bill presentment option such that the consumer can choose to receive transmitted notices of availability of the bills from the service provider processor, as provided by Claims 76 and 86. Alternatively, the consumer can also provide a notification directive such that the service provider processor does not transmit notices of availability of the bills from the service provider processor, as provided by Claims 77, 87, 96, 97, 103, and 104. Irrespective of whether the consumer chooses to receive notices of availability of bills from the services, the service provider processor will continue to automatically direct payments, while the pre-bill payment authorization is in effect, for subsequent bills on behalf of the consumer.

Applicants respectfully submit that Lawlor is deficient in that it does not teach or suggest presenting bills by a service provider processor to a consumer. Indeed, the Office Action readily admits that “Lawlor doesn’t specifically teach the biller sending the bill information to the service provider.” Accordingly, as the biller does not send bill information to the service provider, Lawlor cannot disclose presenting bills or transmitting (or not transmitting) notices of availability of bills by a service provider processor to the consumer. Moreover, Applicants note that the transmission of the “notice of availability of the bill,” as opposed to the bill itself, is likewise not taught or suggested by Lawlor. Therefore, Applicants respectfully submit that Lawlor does not teach or suggest a “notification directive associated with a bill presentment option” or “transmitting a notice of availability of the bill from the service provider processor to the consumer based upon the notification directive.”

Furthermore, Applicants respectfully submit that Bednar does not completely cure the deficiencies of Lawlor. In particular, while Bednar does disclose a “an electronic bill presenter 200” (Bednar, Col. 2, lines 51-54), Bednar does not make any disclosure regarding a “notification directive associated with a bill presentment option.” Likewise, Bednar does not teach or suggest any “notice of availability of a bill,” which is distinguishable from the bill itself. In other words, Bednar does not allow a consumer to choose whether to receive a “notice of availability of a bill.” Moreover, Applicants respectfully submit that the bill payments in Bednar still require interaction by a user (See, e.g., Bednar, FIGs. 4-6 and associated text), and would not be “automatically directing payment of the bill by the service provider processor on behalf of the consumer based upon the received bill information and the pre-bill payment authorization.”

Based on the foregoing, Applicants respectfully submit that none of Bednar, Lawlor, or a combination thereof teach or suggest all of the features of independent Claims 76, 86, and 96. Thus, all of the dependent claims are likewise allowable as a matter of law, notwithstanding their independent recitation of patentable features.

CONCLUSION

It is not believed that extensions of time or fees for addition of claims are required, beyond those that may otherwise be provided for in documents accompanying this paper. However, in the event that additional extensions of time are necessary to allow consideration of this paper, such extensions are hereby petitioned under 37 CFR § 1.136(a), and any fee required therefore (including fees for net addition of claims) is hereby authorized to be charged to Deposit Account No. 19-5029.

Respectfully submitted,

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